

SALE OF GOVERNMENT PROPERTY SPECIAL SEALED BID - TERM CONDITIONS

INVITATION FOR BIDS NO.

PAGE

A. BID DEPOSITS.

All bids must be accompanied by a bid deposit which must be in the possession of the Contracting Officer by the time set for bid opening. Bid deposits shall be in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C). Unless otherwise provided in the Invitation, a bid deposit of 20% of the estimated total contract price is required on sales not exceeding one year; sales exceeding one year's duration will require a bid deposit computed at 20% of the total price estimated for one year's removal of property. Deposit Bond-Individual Invitation, Sale of Government Personal Property (Standard Form 150), or Deposit Bond-Annual, Sale of Government Personal Property (Standard Form 151) are NOT acceptable as bid deposits. In accordance with Condition No. 6 of the General Sale Terms and Conditions entitled "Payment" (Standard Form 114C), the 20% bid deposit submitted by the Purchaser will be retained by the Government and applied against the last delivery effected under the contract. At the option of the successful bidder, a Performance Bond (Standard Form 25) may be substituted by the successful bidder for his/her bid deposit at any time after notification of award of the contract. Any bid which is not timely supported by a proper bid deposit may be rejected as nonresponsive. Any bid deposit received after bid opening will be considered in the same manner as late bids.

B. MODIFICATION OR WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn by written or telegraphic notice and a bid also may be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid. Any bid modification which increases the amount of a bid already submitted or which submits bids on items not previously bid on must provide for an increased bid deposit.

C. CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS.

Bids and modifications or withdrawals thereof, must be in the possession of the Contracting Officer by the time set for bid opening. Any bid, modification, or withdrawal received after the time set for bid opening will not be considered unless received by the Contracting Officer prior to award, was mailed (or telegraphed where authorized) and in fact delivered to the address specified in the Invitation for Bids in sufficient time to have been received by the Contracting Officer by the time and date set forth in the Invitation for the bid opening, and, except for delay attributable to personnel of the sales

office or their designees, would have been received on time. In no event will hand-carried bids or withdrawals be considered if delivered to the Contracting Officer after the exact time and date set for bid opening. However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time it is received prior to award and may be accepted.

D. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Condition No. 12, General Sale Terms and Conditions (Standard Form 114C) is modified to authorize the Government to vary the quantity or weight delivered by 50% from the quantity or weight listed in the Invitation.

E. TERMINATION.

Unless otherwise provided in the Invitation, this contract may be terminated by either party without cost to the Government upon 30 days' written notice to the other, to be calculated from the date the notice is mailed.

F. FAILURE TO PERFORM.

In the event the Purchaser fails to make payment as required by Condition No. 6, General Sale Terms and Conditions (Standard Form 114C), or fails to remove the property as required by Condition No. 8, General Sale Terms and Conditions, and fails to cure the default within the time allowed by the notice given in accordance with Condition No. 9, General Sale Terms and Conditions, the Purchaser will lose all right, title and interest which he/she might otherwise have acquired in and to the property as to which the default occurred and said Condition No. 9, is modified to provide that the Government shall be entitled to retain or collect as liquidated damages a sum equal to 20% of the contract price for the quantity estimated to be generated within a 30-day period.

G. AWARD OF CONTRACT.

The contract will be awarded to that responsible Bidder whose bid conforming to the Invitation will be most advantageous to the Government, price and other factors considered. A written award mailed (or otherwise furnished) to the successful Bidder within the time for acceptance provided in the Invitation shall be deemed to result in a binding contract without any further action by either party.